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4 BILL NO. S-74-11-52

5 SPECIAL ORDINANCE NO. S- 196-74

6 AN ORDINANCE approving a contract with JOHN
7 DEHNER, INC. for Street improvement in
8 connection with Resolution No. 5666-74

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. The contract dated September 26, 1974 between the City
12 of Fort Wayne, by and through its Mayor and the Board of Public Works and JOHN
13 DEHNER, INC. for street improvement as follows:

14 Paul Street from the south property line of Taylor
15 Street to the north property line of Brown Street
16 for a cost of approximately \$25,219.25, of which the City will pay approximately
17 \$14,494.25 and the balance to be paid by the property owners through Barrett
18 Law, all as more particularly set forth in said Contract which is on file in the
19 Office of the Board of Public Works, and is by reference incorporated herein and
20 made a part hereof, is hereby in all things ratified, confirmed and approved.
21

22 SECTION 2. This Ordinance shall be in full force and effect from and
23 after its passage and approval by the Mayor.

24
25 
26 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Mrs. W., seconded by Mr. J., and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 11-26-74.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrs. W., seconded by Mr. J., and duly adopted, placed on its passage. Passed (~~AGST~~) by the following vote:

	AYES <u>9</u>	NAYS _____	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>X</u>	_____	_____	_____	
HINGA	<u>X</u>	_____	_____	_____	
KRAUS	<u>X</u>	_____	_____	_____	
MOSES	<u>X</u>	_____	_____	_____	
NUCKOLS	<u>X</u>	_____	_____	_____	
SCHMIDT, D.	<u>X</u>	_____	_____	_____	
SCHMIDT, V.	<u>X</u>	_____	_____	_____	
STIER	<u>X</u>	_____	_____	_____	
TALARICO	<u>X</u>	_____	_____	_____	

DATE: 12-10-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. 8-196-74. on the 10th day of December, 1974.

Charles W. Westerman
CITY CLERK

ATTEST: (SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 2:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 2:00 o'clock P. M., E.S.T.

Samuel J. Talarico
MAYOR

Bill No. S-74-11-52

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for Street improvement
in connection with Resolution No. 5666-74

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W.C. Moses Jr
John Nuckols
James Stier
William T Hinga
Vivian G. Schmidt

DATE 12-10-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this SEP 26 1974, 19

by and between JOHN DEHNER, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Paul Street from the south property line of Taylor Street to the north
property line of Brown Street.

by grading and paving the roadway to a width of twenty seven feet with
(Including Curbs)

6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5666-1974

at the following prices:

Excavation, Regular	Four dollars and eighty five cents, per cubic yard	4.85
Pavement Removal	Ten dollars and no cents, per square yard	10.00
Side walk Removal	Four dollars and fifty cents, per square yard	4.50
Curb Removal	Two dollars and no cents, per lineal foot	2.00
Street Pavement - 6" Plain Concrete	Eleven cents and seventy five cents, per square yard	11.75
Alley & Drive Approaches 6" Plain Concrete	Twenty two dollars and fifty cents, per square yard	22.50
Commercial Drive Approach 8" Plain Concrete	Twenty seven dollars and fifty cents, per square yard	27.50
Hot Asphaltic Top City Mix A-2	Sixty five dollars and no cents, per ton	65.00
Sidewalk or Wingwalk 5"	One dollar and sixty cents, per square foot	1.60
6"x6" Integral Curb (Straight)	Two dollars and ten cents, per lineal foot	2.10
2" Rigid Conduit	Three dollars and fifty cents, per lineal foot	3.50
Fine Grading	Sixty five cents, per square yard	0.65
Seeding (Incl. Straw Mulch)	One dollars and no cents, per square yard	1.00
Old Manhole Covers adjusted & set to grade	Ninety five dollars and no cents, per each	95.00
Old Catch Basins adjusted & set to grade	Ninety five dollars and no cents, per each	95.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5666~~-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally withing 45 days after contract is approved by City Council and in all respects completed ~~on or before XXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of SEP 26 1974, 19__

JOHN DEHNER, INC.

BY: John Dehner

ITS: _____

PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Glen Cahlin

Its Board of Public Works and Mayor.

SEP 31 1974

GUARANTY BOND

Know All Men by These Presents, That we -----

-----JOHN DEHNER, INC.-----Contractors

as principal, and UNITED STATE FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY FIVE THOUSAND,

TWO HUNDRED NINETEEN DOLLARS AND TWENTY FIVE CENTS-----

-----(\$ 25,219.25)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the-----day of SEP 26 1974

-----, enter into a contract with the City of Fort Wayne to construct a
Street - 6" Plain Concrete

on Paul-----Street from the south property line of Taylor
Street to the north property line of Brown Street.

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

JOHN DEHNER, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 25th day of September, 1974

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: *Arthur C. Zent* BY: *John Dehner* (SEAL)
UNITED STATES FIDELITY & GUARANTY
Attorney-in-fact (SEAL)

Approved this 31th day of October, 1974

Glen Cahlin
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we-----

-----JOHN DEHNER, INC.-----

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY FIVE

THOUSAND, TWO HUNDRED NINETEEN DOLLARS AND TWENTY FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 25,219.25)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the SEP 26 1974

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 25th day of September, 1974

YASTE, ZENT & RYE, INC.
Authorized Agents

JOHN DEHNER, INC.

(SEAL)

BY Arthur C. Zwick

BY: John Dehner

(SEAL)

PRESIDENT

BY ITSE

UNITED STATES FIDELITY & GUARANTY

James J. Gille (SEAL)

Attorney-in-fact

(SEAL)

Approved this 31st day of October, 1974

Glen Ehling

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

September 18, 1974

GENERAL POWER OF ATTORNEY

No. 83680

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorney in and for the State of **Indiana**

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatever the said

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY and GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of

April

. A. D. 19 73

19th day of

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed)

By **James A. Mappus**

Vice-President

(SEAL)

(Signed)

John H. Aitken

Assistant Secretary

STATE OF MARYLAND,
BALTIMORE CITY.

On this 19th day of

April

A. D. 19 73 before me personally came

James A. Mappus
COMPANY and

John H. Aitken

Vice-President of the UNITED STATES FIDELITY AND GUARANTY

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **James A. Mappus** and **John H. Aitken** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1974

(SEAL)

(Signed)

Herbert J. Aull

Notary Public

STATE OF MARYLAND
BALTIMORE CITY.

Sct.

I, **Robert H. Bouse**
Court of Record, and has a seal, do hereby certify that
whom the annexed affidavits were made, and who has
State of Maryland, in and for the City of Baltimore, do
acknowledgments, or proof of deeds to be recorded at
Notary, and verily believe the signature to be his genuine

, Clerk of the Superior Court of Baltimore City, which Court is a
Herbert J. Aull Esquire, before

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record this 19th day of April, A. D. 1973

(SEAL)

(Signed)

Robert H. Bouse

Clerk of the Superior Court of Baltimore City

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL S-74-11-52

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Approving Contract with JohnDehner, Inc. for Resolution

No. 5666-74 - Street Improvement - Paul Street

EFFECT OF PASSAGE Improvement of street

EFFECT OF NON-PASSAGE No Improvement

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Barrett Law Project

\$25,219.25 - Approx. \$14,494.25 Paid By City; \$10,725.00 Paid By Property Owners

ASSIGNED TO COMMITTEE (PRESIDENT) Public Works